

## Supplementary Product Disclosure Statement

This Supplementary Product Disclosure Statement (SPDS) is issued by Auto & General Insurance Company Limited ABN 42 111 586 353, AFS Licence No 285571.

Please read it with the Product Disclosure Statement (PDS) Part A, PDS Part B and any other SPDS we have given you or may give you.

This SPDS was prepared on 28 July 2022, and it introduces two changes to your Car Insurance PDS – Part A, and one change to your Car Insurance PDS – Part B, which have the prepared date of:

- 1 September 2019, or
- 1 March 2021.

The changes are in three parts and are about changes to 'Your Duty of Disclosure', 'No Claim Discount (NCD) after a claim', and 'No Claims Discount Protection (optional)'.

### Part 1: Changes to 'Your Duty of Disclosure'

The purpose of this part of the SPDS is to remove 'Your duty of disclosure' and replace it with 'Your duty not to make a misrepresentation'.

These changes apply to:

- policies quoted on or after 31 August 2021
- existing policies varied on or after 31 August 2021
- policies with a renewal date on or after 29 September 2021.

### We've made the following changes

#### 1. Your Duty of Disclosure

Remove the **Your Duty of Disclosure** section and replace it with the following:

#### Your Duty Not to Make a Misrepresentation

##### What you need to tell us

We will ask you questions:

- when you apply for insurance
- before we agree to renew, extend, vary or reinstate your policy.

Your answers will help us decide whether to insure you, and on what terms. Each question we ask you is important. Please answer each one fully, accurately and honestly.

##### Your duty to us

You have a legal duty under the Insurance Contracts Act to take reasonable care not to make a misrepresentation to us. This duty first arises when you enter into an insurance contract with us.

Before we agree to renew, extend, vary or reinstate your policy, we may remind you of your previous answers to our questions. Your duty extends to telling us whether any of this information has changed.

##### Failing in your duty can seriously affect your cover

If you fail in your duty, we may do either or both of these:

- cancel your policy
- reduce the amount we pay you if you make a claim.

If your failure is fraudulent, we may refuse to pay a claim and treat the policy as if it never existed.

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## 2. When You Receive the Policy

Replace the wording for **Make sure the information is correct** with the following:

### **Make sure the information is correct**

Please check the information you have given us and notify us of any changes or corrections. This is an important part of Your Duty Not to Make a Misrepresentation.

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## 3. Renewing the Policy

Replace the wording for **Check that your information is correct** with the following:

### **Check that your information is correct**

When you receive a renewal offer, you must:

- check all the information and tell us if any details need to be changed or added. For example, please review listed and excluded drivers and tell us about any new household members or other drivers you want included, and
- review the disclosed claims, use of the car, driving offences, licence suspensions and convictions and tell us of all changes, and

then tell us if any of the information contained in the renewal offer is incorrect or incomplete.

If your details do change, the premium, excess and terms and conditions of the policy may also change or we may no longer be able to insure you.

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed. This is an important part of Your Duty Not to Make a Misrepresentation.

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## Part 2: Changes to 'No Claim Discount (NCD) after a claim'

The purpose of this part of the SPDS is to introduce changes to the section 'No Claim Discount (NCD) after a claim'.

These changes apply to:

- policies quoted on or after 28 July 2022
- policies with a renewal date on or after 27 August 2022.

### We've made the following changes

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#### No Claim Discount (NCD) after a claim

Replace the wording with the following:

#### No Claim Discount (NCD) after a claim

When we are preparing the terms of your renewal, we will review any claims you have made and update your NCD. We take into consideration any claims you have made since we last calculated your renewal.

If there are no at fault claims made on your policy, your NCD will increase by one level until it reaches Rating 1 (maximum NCD).

If you have made one or more at fault claims, your NCD will reduce two levels for each claim and the cost of your insurance will increase accordingly.

If you make a new claim or an existing claim is updated after we prepare the terms of your renewal, the impact of this will be considered at your next renewal.

Claims for the following will not reduce your NCD:

- window glass only,
- an accident that is a no fault accident, or
- damage caused directly by storm, wind or hail.

Different terms apply if 'NCD Protection' is shown as included on your Insurance Certificate (see PDS Part B).

For more information about NCD, please refer to our Premium, Excess and Discount Guide which is available on our website or by calling us.

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### Part 3: Changes to 'No Claims Discount Protection (optional)'

The purpose of this part of the SPDS is to introduce changes to the section 'No Claims Discount Protection (optional)'.

These changes apply to:

- policies quoted on or after 28 July 2022
- policies with a renewal date on or after 27 August 2022.

#### We've made the following changes

##### No Claims Discount Protection (optional)

Replace the wording with the following:

##### No Claims Discount Protection (optional)

This optional benefit applies only if shown as included on your Insurance Certificate.

You are entitled to make 1 claim in the period prior to when we last calculated your renewal, or 2 claims over 3 consecutive periods of insurance, without affecting your NCD. For additional claims, your NCD will be reduced on renewal.

However, if "Rating 1 for Life" is shown on your Insurance Certificate, you will keep your maximum NCD (Rating 1) for life, as long as you continue your policy with this NCD Protection.

If "Rating 1 for Life" is not shown on your Insurance Certificate, you will qualify for this extra benefit after holding this policy for 2 years continuously with NCD Protection and without making any claim.

For more information about NCD, please refer to our Premium, Excess and Discount (PED) Guide which is available on our website or by calling us.

**IMPORTANT:** No Claim Discount Protection is not available from the 28th September 2020. If 'NCD Protection' is shown as included on your Insurance Certificate, it will continue to form part of your policy until it is removed.